

PUBLIC NOTICE
INVITATION FOR BID

JANITORIAL SERVICES
IFB #2017-001

City of Castroville, Texas

The City of Castroville, Texas is soliciting Bids for Janitorial Services at our Office and Recreational Facilities.

Prospective firms must obtain an IFB submittal packet which outlines the requirements of the consultant and the format of the documents to be submitted.

The complete Request for Bid (IFB) is posted on the internet and may be viewed on the City of Castroville's web page at www.castrovilletx.gov under the heading Current Bids or may be obtained from the City of Castroville, City Secretary, 1209 Fiorella Street, Castroville, Texas 78009, or calling 830-931-4070, during normal business hours.

The City reserves the right to reject any and all submittals and to waive technicalities or irregularities, and after careful consideration of all submittals and factors involved, make the award that best serves the interest of the City of Castroville.

DATED: October 30, 2017

Marie Gelles
City Administrator

Publish Dates: Castroville News Bulletin
November 02, 2017
November 09, 2017
November 16, 2017

CITY OF CASTROVILLE
INVITATION FOR BID #2017-001
FOR
JANITORIAL SERVICES

Issue Date: October 25, 2017

Pre-Bid Conference: November 17, 2017 at 2:00 AM
(1209 Fiorella, Castroville, TX 78009)

Bid Submittal Deadline: November 29, 2017, 2:00 P.M. Central Time

Location: City of Castroville City Hall, 1209 Fiorella Street, 78009

REFER INQUIRIES TO: Lawrence Heinrich, Public Works Director
E-mail larry.heinrich@castrovilletx.gov
Fax: (830) 931-4090 extension 403

To obtain the IFB documents, download the documents from the City of Castroville website: <http://www.castrovilletx.gov> at the "IFB" link.

The City of Castroville reserves the right to reject any and all Bids and reserves the right to issue subsequent Request for Bid or cancel the entire Request for Bid process. City of Castroville reserves the rights to contact any Bidder for clarification after responses are opened and/or further negotiate with any Bidder if such clarification is deemed desirable by City of Castroville. City of Castroville reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in City of Castroville's best interest. City of Castroville reserves the right to negotiate with any, all or none of the Bidders. The City of Castroville is committed to equal opportunity in all its business endeavors.

City of Castroville
IFB No. 2017-001
1209 Fiorella Street
Castroville, Texas 78009

**REQUEST FOR BID (IFB)
FOR
JANITORIAL SERVICES**

Section I. INSTRUCTIONS FOR BIDDERS

1.1 Introduction

Castroville is located on U.S. Highway 90 approximately 22 miles west of San Antonio in Medina County. The current population of the City is about 3,053.

1.2 Schedule

The Bid phase schedule is as follows:

Issue Request for Bid	October 30, 2017
Deadline for Request for Information (RFI)	November 20, 2017 @ 4:00 P.M.
Pre-Submittal Conference	November 17, 2017 @ 2:00 P.M.
IFB Submittal Deadline	November 29, 2017 @ 2:00 P.M.
IFB Submittal Public Opening	November 29, 2017 @ 2:15 P.M.
Bid Evaluation	November 29 – December 05, 2017
City Council Approval	December 12, 2017
Contract Award	December 15, 2017

1.3 Issuing Office

This IFB is issued by the City of Castroville, Public Works Department. Lawrence Heinrich, Public Works Director is the contact person for this IFB.

1.4 Submission of Bids

Submission of Hard Copy Bids: Submittals should be printed on letter-size (8 1/2" x 11") paper. Bids, with or without attachments are limited to a maximum of thirty (30) pages per Bid. A single side equals a single page.

Responses may be bound by any means except by 3-ring binder and paper/binder clips.

Preprinted material should be referenced in the submittal and included as labeled attachments.

Separate each part of the Bid by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Section 3 - Statement of Qualifications.

The original set of documents must be signed, **in blue** ink, by a person with the authority to bind the Bidder to a legal document. An original signature must appear on the "Statement of Interest" document of all submitted copies.

Submit one original Bid and four (4) copies of the Bid in a sealed envelope addressed to the Administrative Services Department at the address and by the due date provided on the Cover Page. The name and address of the Bidder, the bid due date, the bid number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

IFB must be submitted in a sealed envelope prior to 2:00 P.M. Central Time on November 29, 2017 **(SUBMISSIONS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE RETAINED UNOPENED. SUBMISSIONS TRANSMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES)**, marked on the outside as follows:

City of Castroville
IFB 2017-001
Attention: Debra Howe, City Secretary
1209 Fiorella Street
Castroville, Texas 78009

If the submittal to this IFB is by any means other than personal delivery, then it is the Bidder's sole responsibility to ensure the submittals are delivered to the exact location by the time specified.

Submittals properly received WILL NOT be returned to Bidders.

The City reserves the right to accept or reject all responses to this IFB.

Bids sent to City by means of facsimile or email shall be rejected.

Modified Bids: Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bid. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the original Bid is being withdrawn. See below for information on submitting Alternate Bids.

City shall not be responsible for lost or misdirected Bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the document to City.

Alternate Bids

Alternate bids may be allowed at the sole discretion of the City.

Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Preparation of Bids

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the Bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City

Correct Legal Name: If bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line Item Bids: Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of the City, unless City designates this solicitation as an “all or none” Bid in the Supplemental Terms and Conditions.

All or None Bids: Any bid that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” Bid, a unit price left blank shall result in the Bid being deemed nonresponsive and disqualified from consideration. An “All or None” bid is one in which City will award the entire contract to one bidder only.

Delivery Dates: Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications/Scope of Services section of this document, or in the Purchase Order.

Tax Exemption: The City of Castroville is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid price. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies: Any brand names, catalog or manufacturer’s reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with Bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item’s suitability and compliance with Bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Prorate adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing: If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items Bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within seven (7) calendar days of City's request. Failure to comply with City's request may result in rejection of a Bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Request for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts: Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon the City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information: All Bids become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Bid prices shall not be considered proprietary or confidential.

No Cost Reimbursement

City of Castroville will not reimburse any Bidder for any costs and expenses associated with the preparation of a bid submittal, attendance at a pre-submittal conference, if any, or during any phase of the selection process or in preparation or travel expenses of a formal presentation or interview in response to this IFB.

Type of Contract

The City uses its own professional services agreement in contracting for professional services.

Rejection of Bids

City may reject any and all Bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a Bid if:

- Bidder misstates or conceals and material fact in the Bid; or
- The Bid does not strictly conform to law or the requirements of the solicitation; or
- The Bid is conditional; or
- Any other reasons that would lead City to believe that the Bid is non-responsive or the Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient Bid copies, failure to submit literature and similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms: In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Change to Bid Form: Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids: Bids may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for Bids submitted in hard copy.

1.5 INQUIRIES AND INTERPRETATIONS

All inquiries concerning this IFB shall be submitted in writing only to Lawrence Heinrich by email at larry.heinrich@castrovilletx.gov or by fax (830) 931-9186.

Responses to inquiries which directly affect an interpretation or change to this IFB will be issued in writing by the City staff as an addendum and posted on the City's website. All such addenda issued by the City prior to the time that Bids are received shall be considered part of the IFB, and the Bidder shall be required to consider and acknowledge receipt of each addendum in its Bid. No inquiries/questions regarding this IFB will be answered if received after 4:00 P.M. (CDT) on November 20, 2017 to allow ample time for distribution of answers and/or amendments to this IFB.

Only those inquiries the City replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

The City of Castroville reserves the right to contact any Bidder for clarification after responses is open and/or further negotiate with any Bidder if such is deemed desirable by the City.

Restrictions on Communication: Bidders are prohibited from communicating with City Council members or City employees from the time the IFB is released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or Bid submitted by Bidder. Violations of this provision by Bidder and/or its agent may lead to disqualification of Bidder's Bid from consideration.

Exceptions to the restrictions on communication with City Council members or City employees include:

- Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.
- Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before November 20, 2017 at 4:00 P.M. (CDT). Questions received after the stated deadline will not be answered.

Questions submitted and the City's responses will be posted with this solicitation on our web site. All questions shall be sent by e-mail or hard copy.

Bidders may provide responses to questions asked of them by the Staff Contact Person after Bids are due. The Staff Contact Person may request clarification to assist evaluating Bidder's response. The information provided is not intended to change the Bid response in any fashion. Such additional information must be provided within two (2) business days from City's request.

Pre-Submittal Conference: If a pre-Submittal conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the pre-submittal conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the pre-submittal conference and posted with this solicitation. Attendance at the pre-submittal conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the staff contact person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least forty-eight (48) hours prior to the meeting.

Any oral response given at the pre-submittal conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

1.6 BID SUBMITTAL DEADLINE

The City will accept Bids until November 29, 2017, 2:00 p.m. CST.

1.7 Evaluation and Award of Contract

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded either to the lowest responsible bidder or the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationships with the City, long term cost and any other relevant factor. The issuing department will evaluate bids for responsiveness and the responsibility of the bidder, and will make a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of the City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of the City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms and Conditions.

A written award of acceptance and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Contractor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment: Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the Bid award. All Bidders may be subject to inspection of their facilities and equipment.

Prospective Bidders must prove beyond any doubt to City that they are qualified and capable of performing the contract's requirements.

Tabulations: The Public Works Department will post preliminary tabulations within seven (7) days of the advertised bid due date. The information on these tabulations will be posted for information purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Prompt Payment Discount: Provided Bidder meets the requirements stated herein, City shall take Bidders' offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the Bid price, either per line item or total Bid amount. However, the City reserves the right to reject discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price the City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the thirty (30) day period, at City's sole option.

City will not consider discounts that provide fewer than ten (10) days to pay in order to receive the discount.

For example, payment terms of 2% 5, net 30 will NOT be considered in Bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two (2%) percent reduction in the Bid price during Bid evaluation and City will take the two (2%) present discount if the invoice is paid within the ten (10) day time period.

Debriefing: Debriefing of contract award is available upon request and after award of the Contract.

SECTION 2 – SCOPE OF WORK

The City of Castroville is soliciting Request for Bids for qualified contractor(s) to provide janitorial services for various City facilities under the purview of Public Works Department. These services are required to establish a janitorial maintenance program that will ensure the facilities are uniformly clean, hygienic, orderly and attractive. Janitorial services shall include general cleaning, disinfecting, trash removal and floor maintenance. Contractor shall provide all supervision, labor, materials, supplies and equipment whether or not specifically mentioned in this request for Bid, for cleaning and janitorial services. The contractor shall provide performance based services that meet the frequency and schedule necessary to accommodate the quantity of the City's requirements.

Customer Service: Contractor shall use its best effort to ensure that cleaning employees conduct themselves in a courteous manner while dealing with the public, as well as City employees. Contractor shall be responsible for providing said employees with customer service skills training as well as instructing each in the prohibited use of loud or profane language. The City shall notify Contractor of any complaint(s) of a discourteous manner.

Contract Price: The City of Castroville will pay the Contractor on a square foot per service basis or a lump-sum fixed price (entire contract period). The bid price will be based upon a square foot price for each facility or a lump-sum fixed price (entire contract period) as described in the pricing sheet.

Personnel Attire/Uniform: Contractor's cleaning employees shall report to the City dressed in appropriate custodial uniform and an identification card bearing a recent color photograph of the employee. Clothing attire should not display any offensive material, language or profanity. Hard-toed shoes are not required. The Contractor shall provide uniforms and identification cards.

Gratuity: Neither the Contractor nor its employee shall be permitted to, demand or solicit, directly or indirectly, any type of compensation or gratuity from members of the public works provided under this request for Bid.

Policies & Procedures: Contractor and its employees shall, at all times, follow, adhere and obey all City and departmental policies, procedures and guidelines. In addition to published policies, procedures and guidelines, possession, whether intentional or not of weapons, alcohol or illegal drugs on the person or under their possession and control elsewhere on City premises will result in immediate dismissal of the culpable employee(s) or temp(s) if said possession is in violation of any ordinance or law, whether local, state, or federal, prosecution of the offender will immediately ensue.

Right of Rejection: The City, at its sole discretion, reserves the right to refuse and/or dismiss the Contractor's custodial employee(s) for any violations of these requirements; the City's policies and procedures; lack of job and/or safety training; incomplete safety and personal protective equipment; inappropriate clothing attire; evidence of intoxication and/or under influence of illegal drugs; and incapacitated in any form or manner from safely performing janitorial tasks and duties.

Experience: Due to the size and number of facilities, it is imperative that the Contractor be locally established and currently engaged in the performance of commercial cleaning services for a minimum of

three (3) continuous years. Contractor shall ONLY employ personnel thoroughly trained in all phases of cleaning and janitorial techniques and safety. Day laborers are not acceptable.

Bidder shall complete and submit the Bidder Information Sheet to satisfy this requirement.

Job and Safety Training: The Contractor shall be responsible for providing job and safety training to all its employees relative to the performance of this request for Bid.

All training shall be at the sole responsibility of the Contractor and MUST be taken prior to the employee reporting for duty.

Contractor shall be required to provide all its employees with initial and continual job and safety training.

Supervisory Requirements: Contractor will provide an experienced supervisor who may be contacted by City personnel during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. and when services are being provided beyond the normal work day with a response time of one (1) hour or less.

Supervisor will be available to meet with City personnel a minimum of one (1) time per week. The purpose is to remedy existing problem areas or provide required service in a timely fashion, plus review for quality control. Areas covered may include, but not limited to, touring of facilities, reviewing reported internal customer complaints, etc.

Employees of the contractor will have access to a supervisor when on duty for any required consultation or advice.

Contractor will establish a primary and secondary contact person. The contractor's supervisor may be one of the contacts.

Equipment Supplies: Contractor shall supply all necessary commercial equipment and associated cleaning supplies to perform the cleaning requirements stated herein. Commercial equipment shall include, but not be limited to vacuum cleaners, mops, buckets, rags, brooms, etc. needed for the performance of the work of this contract. Such equipment shall be of commercial grade and of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the areas being cleaned. All equipment must be in good working condition at all times.

Items that the contractor must provide to perform the cleaning responsibilities include, but are not limited to, the following: all purpose cleaners, disinfectants/deodorizers, stainless steel cleaner, window cleaner, dust mop treatment, floor wax with a minimum of 20% solids, scrub brushes, handy wipes/newspapers/rags, floor stripping and waxing equipment and dusters, toilet brushes, sponges, rubber gloves, carpet cleaner, vacuum cleaning equipment, ladders, necessary water hoses and nozzles, gasoline powered blower or electric blower with sufficient extension cords, and necessary polishing products. The City of Castroville will provide the following supplies for each facility: trash bags (all sizes), toilet paper, hand soap, roll paper towels, and hand paper towels.

The Contractor must also maintain an inventory of cleaning chemicals and materials along with equipment required and shall maintain materials safety data sheets at each facility. These documents will be kept in a white loose-leaf binder. The binder must be clearly marked on the cover and spine "Material Safety Data Sheets, Inventory of Supplies and Equipment" and stored with the supplies in a manner that can be readily viewed.

Storage Space: The City shall furnish space for the purpose of storing the Contractor's equipment and supplies only in some facilities. Keys for storage space shall be provided to the Contractor by the City. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas.

Criminal Background Checks: With respect to all persons employed by Contractor to perform services under this Agreement, Contractor shall insure that pre-employment reference and background checks are conducted on all personnel directly performing services under this Agreement (which shall include but not be limited to, all such persons who shall come on to the premises of the City in the performance of their duties or tasks). Contractor's will be responsible for insuring that federal, state and county of residence criminal background checks are conducted on all personnel so employed and shall exclude from any direct participation in the performance of the Services any dishonest, unreasonably dangerous or otherwise unqualified persons.

Estimated Quantities: The quantities and locations shown are estimates only and in no way binding upon the City of Castroville. Estimated quantities are used for the purpose of the evaluation. Additional facilities that are under development may be added to the contract in the future with agreement from both parties, so long as all change orders do not exceed the limits imposed by State Law. Pricing for additional facilities shall be based on prices Bid for "Additional Facilities" line items. The City may, at its discretion, reduce the number of facilities serviced at any time.

Cleaning Standards for Historic Resources: Bidder should be aware that some locations are historic resources or located in close proximity to historic resources. There may be some restrictions or preferred methods for cleaning. The City follows the Secretary of the Interior's Standards for the Treatment of Historic Properties. Please refer to Table 1 to identify which locations hold the designation of a historic resource.

TABLE 1 Facilities & Service Levels

FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	SERVICE LEVEL
City Hall (Office Building)/ Public Restroom (Historic)	1209 Fiorella	4710 Total 204 Tile Floor 301 Wood Floor 150 Cement Floor 4055 Carpet	Level 2: Monday through Friday Cleaning 1 time per day
Library (Office Building)	802 London	3080 Total 3080 Tile	Level 2: Monday through Friday Cleaning 1 time per day
Police Department (Office Building)	411 London	2000 Total 1412 Title 588 Carpet	Level 3: Monday, Wednesday, Friday Cleaning 1 time per day
Public Works Yard Offices (Office Building)	703 Paris	Total 2500 2500 Tile	Level 3: Monday, Wednesday, Friday Cleaning 1 time per day
Steinbach House (Office Building) (Historic)	100 Karm	1080 Total 540 Title 540 Wood	Level 3: Monday, Wednesday, Friday Cleaning 1 time per day
Regional Park Restrooms (Recreational Area)	816 Alsace	750 Total 750 Concrete	Level 1: Sunday through Saturday Cleaning 1 time per day
Regional Park Picnic Facilities (Recreational Area)	816 Alsace	8168 Total 8168 Concrete	Level 1 Sunday through Saturday Cleaning 1 time per day
Regional Park RV Clubhouse , Restroom , Bath House and Laundry Facility (Recreational Area)	816 Alsace	1200 Total 980 Tile 220 Concrete	Level 1 Sunday through Saturday Cleaning 1 time per day
Lions Park Restrooms (Recreational Area)	1000 Vienna	100 Total 100 Concrete	Level 1: Sunday through Saturday Cleaning 1 time per day

FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	SERVICE LEVEL
Pool Complex Showers and Restrooms (Recreational)	816 Alsace	2311 Total 384 Tile 1927 Concrete	Level 3 (September – May): Monday, Wednesday, Friday Cleaning 1 time per day Level 1 (June – August): Sunday through Saturday Cleaning 1 per day

Description of Service Levels

Roving Janitorial Day/Night Crew for Service Levels 1, 2 and 3: The Contractor shall provide roving janitorial crew of cleaning employees during the facility’s normal hours of operation and limited to specific days/nights and cleaning frequencies of the week. These cleaning activities include all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices including but not limited to cleaning services as outlined in the MINIMUM CLEANING TASKS and CLEANING FREQUENCY sections of this IFB. The janitorial crew is required to accomplish all cleaning tasks before leaving the facilities. NOTE: Floor maintenance shall be included in the “Service Level” price for each facility. Any additional floor maintenance beyond the cleaning tasks listed herein shall be billed as priced separately in the “Floor Maintenance” line items.

Service Level 1: Sunday through Saturday, cleaning 1 time per day

Service Level 2: Monday through Friday, cleaning 1 time per day

Service Level 3: Monday, Wednesday, Friday, cleaning 1 time per day

Additional Custodian/Janitor Support: The Contractor may modify the number of cleaning employees assigned to work as part of a crew for each facility as it deems necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Contractor shall be judged on the basis of how the alternative impacts the operations at each respective facility. Any additional personnel shall be at the expense of the Contractor unless requested by the City to perform additional tasks not covered in this contract. The City shall have the right to modify the cleaning schedules with notice to the Contractor, either on a temporary or permanent basis.

Additional Custodial/Janitor Support Changes: Any change in janitorial staff must be reviewed and approved by the Public Works Department before personnel is scheduled for work. Contractor shall have a Cleaning Supervisor available for callback without additional cost to the City if at any time the cleaning staff fails to perform or does not arrive to perform the duties listed herein. Contractor shall provide the City with a twenty-four (24) hour contact phone number.

Minimum Cleaning Tasks for All Levels

Trash and Recycles Pickup and Removal: Contractor shall keep trash, debris, leaves, cigarette butts, etc. picked up on a continuous basis; all accumulated trash shall be bagged and properly disposed at the designated City provided disposal area. The Contractor shall also gather all trash from all containers inside and outside the building. All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with liners or biodegradable liners and promptly returning waste receptacles where they were located.

Sweeping and Dust Mopping: Floors shall be thoroughly swept or dust mopped according to schedule. Sweeping compounds shall not be used on finished floors, however, a wax-based sweeping compound may be used on garage or unfinished concrete floors. After the floors have been swept or dust mopped, the entire floor surface shall present a clean appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom, hand broom or dust mop. Chairs, trash receptacles, and other easily moveable items shall be moved to sweep underneath.

Removing of Gum, Tar and Other Foreign Matter: Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other solids shall be removed as soon as discovered.

Spot Mopping: Contractor shall spot mop daily and as needed. Spills, spots and stains shall be damp mopped to ensure the floor maintains a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. Should this happen, Contractor shall apply a light coat of floor finish to repair the damage and present a uniform appearance.

Mopping: Floors shall be damp or wet mopped daily in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strings and other unsightly appearance. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items including floor mats must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed.

Dusting: Contractor shall provide low and high dusting. For low dusting, the Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, tables, table or chair legs, bookcases, air conditioning vents and window sills. For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than six (6) feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures and "EXIT/ENTRANCE" signs.

RESTROOM CLEANING

Restroom check-off sheets: All restrooms will have a checklist on the back of the entrance door and it will be required to fill out the sheet with the date, time and name of the person who completed the duties each time the restroom is serviced.

Restroom Fixtures: Contractor shall completely damp clean and disinfect all surfaces and under surface edges of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls and other such surfaces using a germicidal detergent. Fixtures or surfaces cleaned shall be left free of deposits, dirt, streaks and odors. Any grout shall be free of dirt, scum, mildew, and other stains and discolorations. All spots and graffiti shall be removed from restroom stall partitions, tile walls and all doors. Kick plates shall be wiped clean.

Restroom Vertical Surfaces: Contractor shall remove all streaks, marks, and graffiti from vertical surfaces. Contractor shall disinfect all surfaces of stall walls, stall doors, entry doors including handles, kick plates, ventilation grilles, metal guards, and wall areas adjacent to wall mounted lavatories, urinals and toilets.

Restroom Floors: Contractors shall sweep and mop restroom floors so that the entire floor surface is free from litter, dust, and foreign debris. Contractor shall ensure that grout on floor tiles is free of dirt, scum, mildew, residue, and other stains or discolorations. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily movable items shall be moved to sweep and mop underneath. Restroom floors shall be disinfected daily, stripped, scrubbed, and/or waxed, as necessary to maintain sanitary conditions and present a clean, uniform appearance.

Hand Washing Sinks/showers: Contractor shall clean all hand washing sinks, showers and shower curtains using a germicidal detergent. Dispensers shall be damp wiped and cleaned prior to refilling or as required. Rags, sponges and other items used to clean toilets and urinals shall not be used to clean sinks and counter tops. Grout in shower stalls and floors shall be cleaned of debris and treated to maintain proper appearance.

Re-supplying Restrooms: Contractor shall systematically check restrooms to ensure they are properly stocked with supplies.

PICNIC AREA CLEANING

Tables: All tabletop surfaces and benches in picnic area are to be washed down and debris removed.

Concrete Pad Sites: Concrete pad sites are to be washed down and debris removed from area.

Trash Receptacles: Trash receptacles should be emptied and liners replaced.

Floor Maintenance: All VCT or applicable hard surfaced floors shall receive floor maintenance. Floor maintenance includes stripping of old wax, applying sealant, two (2) coats of floor finish and buffing.

After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance and be free of litter, dust, foreign debris, scuffmarks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be removed to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. Any probable price variances due to condition of the floor must be included in the Bid price.

Stairways (Landing and Tread Surfaces) as applicable: Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains.

Shampoo Carpet, Quarterly: All carpet shall be shampooed quarterly, and coordinated with the Public Works Department prior to taking action, using an extractor cleaning method. After shampooing, all areas shall be free of litter, dust, debris stains and discolorations. Easily moveable items must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. After carpet has been shampooed and dried, the carpet shall be treated with a carpet protector. Any probable price variance due to condition of the carpet must be included in the Bid price.

Exterior Cleaning: The area within fifteen (15) feet of the facility, including adjacent porches where applicable, shall be cleaned and swept on a daily basis. Contractor shall pick up and discard all trash and/or debris from the front, side and rear entrances of the facilities. Trash cans and ash urns are to be emptied, cleaned and; if required, new liners installed. Bi-monthly pressure washing shall be necessary on, but not limited to all exterior public entrance areas and rear side walks. Any pressure washing shall be performed in accordance with restrictions imposed by the City of Castroville Water Utility System and by the Secretary of the Interior's recommendation for Historic Properties.

Drinking Fountains: Drinking fountains are to be thoroughly cleaned as often as required. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks.

Cleaning Frequency for all Levels: The Task Frequency listed below is defined to be a minimum expectation of how often cleaning tasks shall be accomplished regardless of service level. Failure to complete the tasks according to the frequency listed will be considered a deficiency in Contractor performance which may lead to termination of the contract. Furthermore, it shall be understood that in addition to these tasks, all tasks incidental to cleaning functions not specifically listed but customarily provided in general janitorial practices shall be accomplished as well.

Daily:

Sweep all floor areas.

Mop all floor areas with a germicidal disinfectant.

Empty all wastebaskets.

Carry trash to the designated holding area; remove and replace wastebasket liners daily.

Clean entrance/exit doors and glass.

Spot clean all wall areas, doors and frames with emphasis on light switch areas with a germicidal disinfectant.

Clean and polish drinking fountains.

Clean and polish all stainless steel using stainless steel cleaner/polish only.

Refill dispensers with emphasis placed on soap, towel, and tissue dispensers.

Dust desks, chairs and all office furniture.

Sweep and remove all trash from Entrance Ramp as needed.

Sweep and pick up trash from the area within fifteen (15) feet of the facility as needed.

Vacuum all carpeted traffic areas.

Clean restrooms.

Daily Dining Room and Kitchen Cleaning Tasks at Facilities with Kitchen/Break Areas/Shower Facilities:

Sweep all floor areas.

Mop all floor areas with a germicidal disinfectant.

Clean stainless steel with specific cleaners and polish designed for stainless steel.

Clean and disinfect all kitchen sinks and counter tops.

Clean and disinfect all dining tables.

Hose/wash down all tent pads, picnic sites and tables.

Clean and disinfect all showers and dressing rooms.

Weekly:

Clean baseboards and kick plates every Monday.

Dust all windowsills, blinds, moldings, baseboards, and door and window casings.

Vacuum non-traffic areas.

Buff and wax VCT tile floors at facilities with VCT tile floors.

Wipe down fire extinguishers.

Vacuum all air vents using brush attachment on vacuum cleaner.

Hose/wash down entrance ramp and steps weekly or as directed by the Public Works Department.

Empty office recycling bins twice (2) per week to the area collection receptacles.

Quarterly:

Strip and wax all VCT tile floors. Contractor shall coordinate this activity with the Public works Department.

Shampoo and clean carpet. Contractor shall coordinate this activity with the Public Works Department.

Perform floor maintenance on all other hard floor surfaces as recommended by flooring manufacturers.

Clean all interior and exterior windows or as directed by the Public Works Department.

Note: Floor maintenance shall be included in the “Service Level” price for each facility. Any additional floor maintenance beyond the cleaning tasks listed herein shall be billed as priced separately in the “Floor Maintenance” line items.

Power washing of the pavilions, picnic tables and pads, RV bathrooms, and swimming pool complex with commercial grade equipment as performed by professional janitorial services.

Semi-Annual (every six months):

High dust areas and fixtures above six (6) feet twice during the year.

Miscellaneous Requirements:

The Contractor and its employees shall, at no time, be allowed to use City equipment unless otherwise listed herein or with approval from Public Works Department.

The Contractor's employees shall not use the City's telephone or equipment in any office, eat, or remove food and beverages from City refrigerators, cabinets, or lockers. Purchasing food or drinks from the City's vending machines is allowed.

The Contractor shall not allow its employees to bring children, relatives, acquaintances or visitors onto City property at any time while in uniform or at any time during their cleaning duty shift.

The Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on City property.

The Contractor shall ensure that its employees are trained on the procedures to arm and disarm security systems at facilities with active security systems. Security systems shall be armed and disarmed in a manner to avoid false alarms.

SECTION 3 – SUPPLEMENTAL TERMS & CONDITIONS

This contract shall begin upon award and shall terminate when all funds for this contract have been expended, or upon notice, as provided for in the General Terms and Conditions section of this contract, whichever shall occur earlier.

All or None Bid: The City of Castroville will make award to one (1) Bidder only.

Insurance

By signing and submitting a Bid under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences:

1. Worker's Compensation (WC) – Statutory requirements and benefits.
2. Employers Liability (EL) - \$100,000.
3. Broad form Comprehensive General Liability (CGL) - \$1,000,000 Combined Single Limit coverage,
4. Automobile Liability - \$500,000 Combined Single Limit.
5. Commercial Crime Insurance (Blanket Position) in the amount of \$1,000,000 covering any loss by act of omission of its employees or for any cause whatsoever except war risk.

The successful bidder shall, within five (5) days after award of contract, furnish the City with proof of insurance.

The City of Castroville is to be named as additional insured on the Comprehensive General Liability and Automobile Liability policies and this is to be so noted applicable Certificates of Insurance. The Certificates shall be delivered to the City of Castroville prior to the commencement of work.

Contractor is responsible for the deductibles under all lines of insurance coverage required by these specifications.

The stated policy limits of each line of insurance coverage required by these specifications are MINIMUM ONLY and it shall be the contractor's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the Contractor's liability.

The City's acceptance of Certificates of Liability Insurance that in any respect, do not comply with these specifications does not release the Contractor from compliance herewith.

Failure to provide and to maintain continuous coverage by each of the requested lines of insurance shall constitute a material breach of this contract.

In addition to any other remedies City may have upon the Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order the Contractor to stop performing services hereunder and/or withhold any payment(s) which become due to the Contractor hereunder until the Contractor demonstrates compliance with the specifications hereof.

Contractor agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating of "A- ("A"-minus)" and a Financial Size Category of a "VII" or better.

The City reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modifications of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

Prior to the approval of this contract by the City, Contractor shall furnish a completed Insurance Certificate to the City. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF CASTROVILLE, and no officer or employee of the City shall have authority to waive this requirement.

Additional Policy Endorsements: City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by City, Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

SECTION 4 – GENERAL TERMS AND CONDITIONS

The Bidder should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

Bids should be prepared simply and economically, providing a straightforward concise description of the Bidders ability to meet the requirements and specifications of this IFB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and specifications.

Delivery of Goods/Services

Destination Contract: Bidder shall deliver all goods and materials F.O.B., City of Castroville's designated facility inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Bidder shall bear the risk of loss until delivery. Bidder shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of Castroville facility, unless otherwise noted herein.

Failure to Deliver: When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Bidder, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Bidder may be removed from City's list of eligible Bidders.

Acceptance by City: City shall have a reasonable time (but not less than thirty (30) days after receipt to inspect goods and services tendered by Bidder. City at its option may reject all or any portion of such goods or services which do not; in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Warranty: A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor and shall include pick-up of the defective merchandise from the City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations of Liability: Any term or condition in any document furnished by Bidder, disclaiming the implied warranty of merchantability or of fitness for a particular purpose, or attempting to limit Bidder's liability shall be of no force or effect, and shall be stricken from the contract documents as if never contained therein.

Invoicing and Payment

Address for Invoices: All original invoices must be sent to: City of Castroville, Attn: Public Works Department, 1209 Fiorella, Castroville, Texas 78009

Purchase Order: City of Castroville shall generate a purchase order to the successful Bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Castroville will not be responsible for any orders placed and/or delivered without a valid purchase order number.

Information Required on Invoice: All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City: In accordance with the Texas Prompt Payment Act, City shall have not less than thirty (30) days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Bidder about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Bidder must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

Necessity of Timely Invoice/Waiver of Payment: Notwithstanding the forgoing, City cannot pay for any goods or services without an invoice. Bidder must invoice City no later than forty-five (45) days from the date goods are delivered or services rendered. Failure to submit an invoice within said forty-five (45) days shall negate any liability on the part of City and constitute a waiver by Bidder of any and all right or claims to collect moneys that Bidder may rightfully be otherwise entitled to for goods or services performed.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Bidder shall be charged by Bidder nor be payable by City. The parties hereby agree that all compensable expenses of Bidder are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments: Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Bidder. The City Administrator, or his/her designee, shall have authority to execute amendments on behalf of City without further action by the Castroville City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Length of Contract: The contract shall be in effect for a period of one (1) year beginning within seven (7) days following the bid award by City Council. At the end of the end of the contract period the City may renew this contract for two (2) additional one (1) year terms. Should the City elect to renew the contract, there shall be no increase in the contracted payment. Any terms and conditions stated in original specifications will apply to any extended periods. Approval on behalf of the City to renew this contract shall be made by the City Administrator or his/her designee.

Termination

Termination-Breach Should Bidder fail to fulfill in a timely and proper manner, as determined solely by the City Administrator or his/her designee, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Bidder, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Bidder to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Bidder specifying the matters in default and the cure period. If Bidder fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Bidder of any liability to City for damages sustained by virtue of any breach by Bidder.

Termination-Notice: City may terminate this contract, in whole or in part, without cause. City shall be required to give Bidder notice ten (10) days prior to the date of termination of the contract without cause.

Termination-Funding: City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Independent Contractor: Bidder covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services performed by Bidder under this contract and that Bidder has no authority to bind City. The doctrine of bidder superior shall not apply between City and Bidder.

Indemnification

Bidder covenants and agrees to fully indemnify, defend and hold harmless, City and the elected officials, employees, officers, directors, volunteers and representatives of City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties,

proceedings, actions, demands, causes of action, liability and suites of any kind and nature, including but not limited to personal or bodily injury, death and property damage, made upon City directly or indirectly arising out of, resulting from or related to Bidder's activities under this Agreement, including any acts or omissions of Bidder, any agent, officer, director, representative, employee, consultant or subcontractor of Bidder, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death or property damage. In the event Bidder and City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws for the State of Texas, without, however, waiving and governmental immunity available to City under Texas Law and without waiving and defenses of the parties under Texas law. In addition, Bidder agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets and copyrights on goods supplied.

The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Bidder shall advise City in writing within twenty-four (24) hours of any claim or demand against City or Bidder known to Bidder related to or arising out of Bidder's activities under this agreement and shall see to the investigation and defense of such claim or demand at Bidder's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Bidder of any of its obligations under this paragraph.

Assignment: Except as otherwise stated herein, Bidder may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Administrator or his/her designee. As a condition of such consent, if such consent is granted, Bidder shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor Bidder, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents: Pursuant to Texas Local Government Code Chapter 201, any and all records produced by Bidder pursuant to the provisions of this contract are the exclusive property of City; and no such record shall be the subject of any copyright or proprietary claim by Bidder. The term "record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, electronic medium, or other information recording medium, regardless of physical form or characteristic. Bidder understands and acknowledges that as the exclusive owner of any and all such records, City has the right to use all such records as City desires without restrictions.

Records Retention: Bidder and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the records retention period established herein, for purposes of audit,

inspection, examination and making excerpts or copies of same by City and any of its authorized representatives.

Bidder shall retain any and all documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract if, at the end of the retention period, there is litigation or other questions arising from, involving or concerning these documents or the services provided hereunder, Bidder shall retain the records until the resolution of such litigation or other such questions. Bidder acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Bidder to return the documents to City at Bidder's expense prior to or at the conclusion of the retention period. In such event, Bidder may retain a copy of the documents.

Bidder shall notify City, immediately, in the event Bidder receives any requests for information from a third party, which pertain to the documents reference herein. Bidder understands and agrees that City will process and handle all such requests.

Severability: If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to City Code, or ordinances of the City of Castroville, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law: Bidder shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations.

Certifications: Bidder warrants and certifies that Bidder and any other person designated to provide services hereunder has the requisite training, license, and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege or remedy available to that party hereunder

or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

SECTION 5 – EVALUATION CRITERIA

The City of Castroville will review proposals and award a contract based on “best value” to the City.

The Bidder must identify all terms and conditions with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the Bidder. These evaluation items will be used to compare Bidder’s product and service offerings. Respondents are to use the sheets contained in this IFB in providing a response.

The City retains the right to reject all proposals submitted. The City is not required to select the proposal with the lowest pricing, but shall take into consideration “best value” in accordance with other factors shown below and other relevant criteria. The City reserves the right to accept any proposal deemed advantageous to the City.

Bids will be evaluated on the basis of the following factors:

- (1) Price
- (2) Approach to City Requirements
 - Project Management Plan
- (3) Experience and Qualifications
 - Financial and Revolving Credit Information
 - Past Performance
 - Experience
 - Reference Information

SECTION 6 – REQUIRED FORMS

The following forms must be filled out and turned in with Bid in order for submitting Bidder to be considered responsive. Failure to include the following forms, signed and dated, may result the Bid being rejected.

1. Bidders Certification and Addenda Acknowledgment (Attachment 1)
2. Bidder Information (Attachment 2)
3. Conflict of Interest Questionnaire (CIQ Form) (Attachment 3)
4. Pricing Worksheets A (Attachment 4)
5. Project Management Plan (Attachment 5)
6. Financial and Revolving Credit Information (Attachment 6)
7. Past Performance, Experience and Reference Information (Attachment 7)

SECTION 7 – CONFLICT OF INTEREST

Two different forms are required for this contract.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Castroville, including affiliations and business and financial relationships such persons may have with City of Castroville officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

This form must be submitted with your submission. Please consult your own legal advisor if you have questions regarding this statute or form. This form is included in the packet.

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity. Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and the certification of filing. Sign Form 1295 in front of a notary and submit it, along with the certification of filing, with your response to this solicitation. In Box 3 of Form 1295, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

IFB C H E C K L I S T

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN ACKNOWLEDGED AND INCLUDED.
- ☐ 4. CLIENT AND CIQ FORM COMPLETED
- ☐ 5. 1295 CONFLICT OF INTEREST FORM COMPLETED
- ☐ 6. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

City of Castroville
IFB No. 2017-001
1209 Fiorella Street
Castroville, Texas 78009

- ☐ 7. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
BIDDER'S NAME, ADDRESS, IFB NUMBER, TITLE, AND DUE DATE

Attachment 1
BIDDER'S CERTIFICATION AND ADDENDA CHECKLIST

Bidders Name: _____

To: City of Castroville
Re: Janitorial Services
IFB No: IFB No. 2017-001

Ladies and Gentlemen:

By submitting a Bid, Bidder represents that:

He or she is authorized to bind Bidder to fully comply with the terms and conditions of City's invitation for Bids for the prices stated therein;

He or she has read the entire document, including the final version issued by City; and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

To the best of his/her knowledge, all information is true and correct; and

The undersigned Bidder hereby acknowledges receipt of the following addenda to the IFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

By: _____
Signature of Duly Authorized Representative

Name: _____
Title: _____
Date Signed: _____
Bidder ID No. _____
Name of Business: _____
Street Address: _____
City, State, Zip Code: _____
Email Address: _____
Telephone Number: _____
Fax Number: _____

Attachment 2
BIDDER'S INFORMATION FORM

FULL LEGAL BIDDER/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES: _____

CORPORATION: _____ PARTNERSHIP: _____ PROPRIETORSHIP: _____ L.L.C.: _____ L.L.P.: _____

YEAR EST: _____ NO. OF YEARS IN BUSINESS: _____ FEDERAL ID NO.: _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP: _____

PHONE NO.: _____

Attachment 3

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of person who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		

Adopted 06/29/2007

Attachment 4
Pricing
WORKSHEET A

<u>Bid No.: 1 – “Square foot”</u>	<u>Total Square Feet (A)</u>	<u>Estimated Annual Square Footage (A x 12 Months) B</u>	<u>Unit Price/Square (C)</u>	<u>Total Per Year (B x C)</u>
1) City Hall and Public Restroom	4710	1,102,200	_____	\$ _____
2) Library	3080	739,200	_____	\$ _____
3) Police Department	2000	288,000	_____	\$ _____
4) Public Works Yard Offices	2500	358,640	_____	\$ _____
5) Steinbach House	1080	155,520	_____	\$ _____
6) Regional Park Restrooms	750	252,000	_____	\$ _____
7) Regional Park Picnic Facilities	8168	686,112	_____	\$ _____
8) Regional Park RV Park Clubhouse/Laundry Facility	1200	403,200	_____	\$ _____
9) Lions Park Restrooms	100	33,600	_____	\$ _____
10) Pool Complex	2311	443,712	_____	\$ _____
TOTAL SQUARE FEET		4,462,184		
<u>TOTAL JANITORIAL SERVICES</u>				\$ _____/Year

Attachment 4
Pricing (cont'd.)
WORKSHEET A

Bid No.: 2 – “Lump-Sum” (entire contract period)

The Contractor acknowledges that this is a Lump Sum Contract. The basis of payment for the services provided under this contract shall be lump sum.

1. Pursuant to satisfactory completion of this contract, a lump sum payment of \$_____, which includes all expenses incurred will be made to the Contractor.
2. The above lump sum payment shall include all supervision, labor, materials, equipment, taxes, permits, utilities, insurance, bonds and all other items, which are not indicated as by the City.

Attachment 5
PROJECT MANAGEMENT PLAN

As part of the evaluation criteria, please describe your companies approach to:

1. Delivery Method – Number and Types of Vehicles Used:

2. Response Time – Ability to Respond to Emergencies in 30 Minutes:

3. Project Management – Operations Manager Availability:

4. Personnel Qualifications – List of Personnel Staff:

5. Number of Staff Available – Provide # of staff available for job:

Attachment 6
FINANCIAL STRENGTH AND REVOLVING CREDIT REFERENCES

Please provide financial statements for the past two (2) years for your company. In addition, please provide a minimum of two revolving credit references from your top two suppliers that would be utilized for performance of this contract.

1. Financial Statements from the past two years. This can be provided as an attachment to the IFB.

2. Revolving Credit References:

1. COMPANY NAME: _____

PHONE NUMBER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

2. COMPANY NAME: _____

PHONE NUMBER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

3. COMPANY NAME: _____

PHONE NUMBER: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

Attachment 7
PAST PERFORMANCE, EXPERIENCE AND REFERENCES

The Contactor shall list a minimum of three (3) projects performed over the past five (5) years which are similar in nature to this IFB. Each project shall include a brief description of the project, current contact information for the project with phone number and email addresses and the disposition of the project. At a minimum, two of the three projects listed shall be for work performed for a Government entity in the State of Texas.

1. PROJECT/CONTRACT NAME: _____
DESCRIPTION OF PROJECT: _____

CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT EMAIL ADDRESS: _____
DISPOSITION OR STATUS OF CONTRACT: _____

2. PROJECT/CONTRACT NAME: _____
DESCRIPTION OF PROJECT: _____

CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT EMAIL ADDRESS: _____
DISPOSITION OR STATUS OF CONTRACT: _____

3. PROJECT/CONTRACT NAME: _____
DESCRIPTION OF PROJECT: _____

CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT EMAIL ADDRESS: _____
DISPOSITION OR STATUS OF CONTRACT: _____

4. PROJECT/CONTRACT NAME: _____
DESCRIPTION OF PROJECT: _____

CONTACT NAME: _____
CONTACT PHONE NUMBER: _____
CONTACT EMAIL ADDRESS: _____
DISPOSITION OR STATUS OF CONTRACT: _____

CITY OF CASTROVILLE
INVITATION FOR BID #2017-001
FOR
JANITORIAL SERVICES

Addendum 1
Addition to
Attachment 4
Pricing
WORKSHEET A

<u>Bid No.: 1 – “Square foot”</u>	<u>Total Square Feet (A)</u>	<u>Estimated Annual Square Footage (A x 12 Months) B</u>	<u>Unit Price/Square (C)</u>	<u>Total Per Year (B x C)</u>
11) Airport Administration Building	2849	441,595	_____	\$_____

Addition to
TABLE 1 Facilities and Service Levels

FACILITY	ADDRESS	ESTIMATED SQUARE FOOTAGE	SERVICE LEVEL
Airport Administration Building	10501 Airport Rd	2849 Total	Level 3: Monday, Wednesday, Friday Cleaning 1 time per day